

EXHIBIT F

**LEHIGH CEMENT COMPANY
CLOSED CKD PILE SITE
METALINE FALLS, WASHINGTON**

RESTRICTIVE COVENANT

DECLARATION OF COVENANT

The undersigned, Lehigh Cement Company, a Pennsylvania corporation (hereafter "Lehigh Cement Company"), is the fee owner of real property (hereafter the "Property") in the County of Pend Oreille, State of Washington, that is subject to this Declaration of Covenant (hereafter the "Covenant"). The Property consists of _____ separate parcels, each of which is legally described in Attachment A of this Covenant and incorporated herein by reference.

Recitals

This Covenant is made by Lehigh Cement Company pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440. A remedial action (hereafter "Remedial Action") is being conducted at the Property that is the subject of this Covenant. The Remedial Action conducted at the Property is described in the following documents:

1. Cleanup Action Plan for the Closed Cement Kiln Dust Pile, Metaline Falls, Washington dated _____.
2. Design documents dated _____.

These documents are currently on file at the Washington State Department of Ecology's (hereafter "Ecology") Eastern Regional Office, located at N. 4601 Monroe, Spokane, Washington. The Remedial Action includes installation of a groundwater remediation system on the Property. The groundwater remediation system includes a drain pipe that extends from Parcel _____ to Parcel _____; a funnel-and-gate treatment system that has been installed on Parcel(s) _____; and monitoring wells installed on Parcels _____. These components of the groundwater remediation system are depicted on the as-built drawings in Attachment B of this Covenant, which is incorporated herein by reference.

This Covenant is required because a conditional point of compliance has been established for groundwater. Arsenic, lead, chromium, manganese, and high pH are present in groundwater upgradient of the conditional point of compliance in concentrations that exceed the Model Toxics Control Act Method B cleanup levels established under WAC 173-340-720. Groundwater captured by the groundwater remediation system is treated through an in situ treatment system, with the treated effluent discharged to surface water (Sullivan Creek) through an engineered subsurface outfall.

Lehigh Cement Company makes the following declaration as to limitations, restrictions, and uses to which each of the parcels on the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on the legal representatives, successors and assigns of all persons having or in

the future acquiring any right, title, or interest in any of the parcels on the Property (hereafter "Owner").

Covenant

Limitations, Restrictions, and Uses for Parcel _____: *[The following lists all of the restrictions that could apply to various parcels. After the groundwater treatment system is installed, Ecology and Lehigh will determine which restrictions apply to which parcels.]*

Section 1. No groundwater may be taken from the parcel, except for purposes related to the Remedial Action, such as groundwater monitoring.

Section 2. The Owner shall maintain components of the groundwater remediation system installed on this parcel in accordance with the Maintenance Requirements of the Operations and Maintenance Plan, Attachment C of this Covenant, which is incorporated herein by reference as now written and hereafter amended.

Section 3. The Owner shall maintain a suitable barrier that restricts unauthorized access to the groundwater remediation system, as described in the Operations and Maintenance Plan, Attachment C of this Covenant, which is incorporated herein by reference as now written and hereafter amended.

Section 4. The Owner shall maintain one or more signs warning that groundwater beneath this parcel contains elevated levels of arsenic, lead, chromium, manganese, and pH, as described in the Operations and Maintenance Plan, Attachment C of this Covenant, which is incorporated herein by reference as now written and hereafter amended.

Section 5. The Owner is prohibited from blocking access by authorized personnel to any component of the groundwater remediation system installed on this parcel. This includes, but is not limited to, placing structures above any component of the groundwater remediation system (except structures needed to operate, maintain, or repair the system).

Section 6. Any activity on the parcel that may result in the release or exposure to the environment of a hazardous substance that remains on the parcel as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology. Such activities include, but are not limited to, the following when conducted within twenty-five (25) feet of any component of the groundwater remediation system: drilling or digging; placing any objects or using any equipment that deforms or stresses the ground surface beyond its load-bearing capability; or bulldozing or earthwork.

Section 7. Any activity on the parcel that may interfere with the integrity of the Remedial Action and the resultant continued protection of human health and the

environment is prohibited.

Section 8. The Owner must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the parcel. No conveyance of title, easement, lease, or other interest in the parcel shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance, if any, as required by the Remedial Action. The Owner must include in any instrument conveying any interest in the parcel notice of this Restrictive Covenant.

Section 9. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the parcel.

Section 10. The Owner must notify and obtain approval from Ecology prior to any use of the parcel that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 11. The Owner shall allow authorized representatives of Ecology the right to enter the parcel at reasonable times for the purpose of evaluating the Remedial Action, to take samples, to inspect the Remedial Action conducted at the parcel, and to inspect records that are related to the Remedial Action. Except in an emergency, Ecology shall notify the Owner of its intention to enter the parcel at least 48 hours before entry.

Section 12. The Owner of the parcel reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the parcel or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Limitations, Restrictions, and Uses for Parcel _____: *[Each parcel subject to the Restrictive Covenant will have its own "Limitations, Restrictions, and Uses" section that incorporates restrictions from the list above that are appropriate to that parcel]*

Miscellaneous Provisions

Governing Law. The validity, performance, and enforceability of this Covenant shall be governed by the laws of the State of Washington.

Notices. All notices or other communications that are required or permitted to be given under this Covenant shall be in writing, and either personally delivered or mailed to the following addresses:

Notices or other communications to Ecology:

Washington State Department of Ecology
Eastern Regional Office
Toxics Cleanup Program
N. 4601 Monroe

Spokane, WA 99205

Notices or other communications to Lehigh Cement Company:

Lehigh Cement Company
7660 Imperial Way
Allentown, PA 18195

(Signature block appears on next page)

LEHIGH CEMENT COMPANY, a Pennsylvania corporation

By _____
Its _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LEHIGH

On this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of LEHIGH CEMENT COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and action as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Print Name: _____

Notary Public in and for the Commonwealth of Pennsylvania

Residing at _____

My commission expires: _____

Attachment A
Legal Description
(To be provided in Engineering Design Documents)

Attachment B
As-built Drawings
(To be provided in Engineering Design Documents)

Attachment C
Operations and Maintenance Plan
(To be provided in Engineering Design Documents)